EXHIBIT 1

# CONTRACT FOR THE PURCHASE OF SCRAP – METAL, ALLOYS, AND OTHER ITEMS AWMR/CE/CX 207.3

This Contract for the Purchase of Scrap – Metal, Alloys and Other Items (the "Contract") is made and entered into between:

**American Waste Management & Recycling LLC** ("AWMR")
Mailing Address: 645 Fifth Avenue, 8th Floor
New York, NY 10022

AND

**Canopy Ecoterra** ("Seller")
Ponce, Puerto Rico

AND Endorsed by

**CEMEX, Puerto Rico**
Ponce, Puerto Rico

WHEREAS, Seller has the exclusive rights to dismantle and dispose of certain tank structures located at the premises of the CEMEX plant in Ponce, Puerto Rico (the "Premises");

WHEREAS, AWMR wishes to purchase, dismantle and transport materials that compose the tank structure in accordance with all applicable state, federal and local laws and regulations;

WHEREAS, Seller and AWMR have reached an agreement wherein AWMR will dismantle the structure and purchase and remove the materials from the Premises in accordance to the exclusive agreement between CEMEX and Seller; and

NOW THEREFORE in consideration of the mutual covenants here in after set forth, the parties here to agree as follows:

1) **ITEMS PURCHASED.** Seller agrees to sell and AWMR agrees to buy, the following products (the "Goods") in accordance with the terms and conditions of this Contract:

   a) Item: All Scrap Metal including ferrous and non-ferrous metals and all alloys resulting from the dismantling of the tanks and structures, and all motors, engines and wiring from dismantled structures, as identified in Exhibit 1 hereto (also known as the Scope of Work). Notwithstanding anything herein to the contrary, Seller offers exclusive dismantling and removal rights to tanks and structures that Seller has exclusive rights to

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from CEMEX, and exclusivity to Goods as described herein are subject to the contract between Seller and CEMEX.

b) Description: Metal derived from cutting damaged tanks and structures, all in accordance to the agreement in place between CEMEX and Seller.

c) Quantity: Approximately 7000+ Metric Tons.

d) Condition: The materials purchased by AWMR from the Seller are sold in "as is, where is" condition with no guarantee whatsoever by Seller that their condition is appropriate for AWMR's intended purposes.

2) **TERM.** Unless sooner terminated by either party in accordance with the terms and provisions of this Contract, the initial term of this Contract (the "Term") shall be a period of Eight (8) months or the completion of dismantling and extraction of the quantity of Goods mentioned above, whichever comes first, beginning on the date this document is executed.

3) **PAYMENT.** Seller will be paid for Goods as follows:

a) Price: Thirty Dollars ($30.00) per Metric Ton of Goods loaded and shipped by AWMR from the Premises.

b) Payment to be made within 15 working days of AWMR receiving weight slips/ trucking receipts ("Weight Slips") from the certified weight mechanism located at the Premises, from which computerized certification that will be provided to AWMR. Seller and CEMEX hereby warrant that AWMR's trucks and operations will not be delayed at the Premises with reference to obtaining the certified weights.

c) AWMR's Payment Memo showing weight of Goods, amount to be paid and date of payment, along with Weight Slip, to be forwarded to Seller.

d) Payment to be sent electronically to the nominated banks of both CEMEX and Seller in legal and valid US currency.

e) All deposits made to Seller as advance payment against the execution of this Contract are to be deducted in due course from payments to be made to Seller.

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4) **DELIVERY OF GOODS.**

a) The Goods shall be delivered to AWMR "as is where is" by Seller, subject to all other terms of this Contract.

b) If dismantling, processing of metal, or other preparatory work is required in order for AWMR to pick up the Goods, Seller shall allow such work to be conducted at the site where the Goods are currently located in accordance to the rules, regulations and instructions under the agreement in place between Seller and CEMEX, copy of which is attached hereto (Exhibit 2) and of which AWMR is fully informed.

c) SELLER to make available space for the dismantling crew and equipment in conjunction with CEMEX's personnel who will provide the final determination of the space for the dismantling crew and equipment.

d) Seller shall allow for shipping containers to have access to the site where Goods are processed and/or stored, for loading purposes in accordance to the rules, regulations and instructions under the agreement in place between Seller and CEMEX, copy of which is attached hereto and of which AWMR is fully informed.

e) At the time AWMR takes possession of, and removes, the Goods from the place of transfer at the Premises, title, risk of loss and all other incidents of ownership to the Goods shall be transferred from Seller and vested in AWMR.

5) **TERMINATION:** This Contract may be terminated by either Party upon delivery of written Notice to Terminate this Contract to the other Party as of a date specified in such notice of termination, upon the occurrence of any of the following:

a) A proceeding instituted by or against such other Party seeking to adjudicate it bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, or other similar official for it or for any substantial part of its property, and, in the case of any such proceeding instituted against it (but not instituted by it), shall remain undismissed or unstayed for a period of sixty (60) days or an order for relief shall be entered against it; or such other Party shall take any action (corporate or other) to authorize any of the actions set forth above;

b) Any conviction of the other Party for a criminal act of such Party related to this Contract.

c) If the other Party breaches the terms and conditions of this Contract, including:

(1) Failure by AWMR to pay its debts to Seller as such debts become due and owing,

(2) Failure by AMWR to comply with the rules, regulations and instructions under the agreement in place between Seller and CEMEX, copy of which is attached hereto and of which AWMR is fully informed, which includes and is not limited to safety regulations and safety equipment required to dismantle and transporting the Goods,

the occurrence of repeated security hazards, non-compliance with any federal, state or local labor laws; or

(3) Failure by Seller to deliver goods to AWMR as per the terms of this Contract;

(4) Fraud perpetrated by either AWMR or Seller resulting in substantial damages or losses to the other.

(5) In the event of such breach of Contract, the Party responsible for such breach is provided a 30-day Cure period from the date of Notice of Terminate to remedy stated breach.

AMWR and SELLER shall comply fully with this Contract until such termination or expiration becomes effective.

6) **OTHER CONDITIONS.**

a) Environmental:

(1) Any hazardous material found by AWMR in cutting the tanks/ scrap metal and all work conducted on the Premises as per the Contract may be disposed at Seller's request and expense. This includes oils in motors, and any asbestos present at the site.

(2) AWMR warrants that it understands the known hazards which are presented to persons, property and the environment in the dismantling, management and transportation of the Goods; and, that it will dismantle, manage and transport such Goods in full compliance with all federal, state *and local* laws and regulations.

b) Project and Work Plans:

(1) All dismantling and removal of goods is based on the Scope of Work, and the Work Plan included herein as Exhibit 1 and Exhibit 3. Seller, AWMR and CEMEX shall abide by the Scope of Work and Work Plan in accordance with the terms and conditions of this Contract, and in accordance with the agreement between Seller and CEMEX.

(2) The Work Plan (Exhibit 3) submitted by AWMR, includes a schedule of Phases. AWMR will begin work for each Phase, after approval of the work for that phase by CEMEX. After such approval for each Phase is given by CEMEX and Seller, no further changes may be enforced by Seller and/or CEMEX pertaining to the approved Phase. It is hereby agreed that CEMEX and Seller shall not unreasonably withhold approvals of work plans for subsequent Phases once the project has commenced.

(3) AWMR acknowledges that, in accordance to Seller's and CEMEX agreement, CEMEX may require particular portions and pieces of the tanks and scrap metal be left at their site for their own particular disposal, free of any cost or responsibility to AWMR, copy of said agreement which is attached herein. Such requests by CEMEX must

be made to AWMR when the Work Plan is submitted to CEMEX for approval. Upon AWMR beginning work at the Premises, no further changes may be requested by CEMEX.

(4) The dismantling of a particular area and/or removal of Goods, following the approval of the Work Plan is final; all Goods, such as equipment and its components belong to AWMR, subject to the terms and conditions of this contract, once such dismantling is completed. After such dismantling, processing, cutting, or taking down of Goods, there will be no allowance for CEMEX or the Seller to retain any portion of such Goods. For example any fan, motor, pump, loader, crane and the steel ball in the mills etc., once removed and processed as per the Work Plan and Scope of Work, will be the property of AWMR subject to other terms and conditions of this contract.

c) Personnel and Communication:

(1) Personnel employed and authorized by AWMR will have free access to the CEMEX Plant site upon completing the Security Brief from CEMEX. No other permissions or escorts or approvals from CEMEX and Seller are needed for AWMR personnel for access to site including on weekends.

(2) AWMR has established a Chain of Command for all contact between AWMR personnel as follows: All project and work related communication between AWMR and CEMEX/ Seller's personnel will be directly through AWMR Management and/or AWMR Engineers. No direct project or work related communication will be established with any of AWMR's skilled or unskilled workers, technicians or other labor. All project and work related matters will be communicated by CEMEX or Seller directly AWMR Managers and Engineers.

(3) AWMR Managers will have access to direct communication with CEMEX Managers at all times.

d) Access and control of all paper work and documents pertaining to the loading and weighing of shipping Containers are the responsibility of AWMR Engineers, namely Mr. Jose Arzon, and personnel and management of AWMR offices in New York, NY. AWMR management and personnel to provide copies of the Weight Slips or any other related Document to the personnel of Canopy Ecoterra as per the terms and conditions of this contract.

e) The Seller shall have the right to inspect and obtain copies of all written licenses, permits or approvals issued by any federal, state *and/or local* entity or agency to AWMR or its subcontractors pertaining to the performance and execution of this Contract; to inspect and test at the point of loading at the Premises, transportation vehicles or vessels, containers of AWMR or its contractors and to inspect the handling, loading and transportation practices conducted by AWMR or its contractors in the execution of this Contract.

f) Safety and Liability:

(1) AWMR agrees to indemnify, save harmless and defend the Seller from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses thereto, (including reasonable attorney's fees), which it may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment and/or natural resources, or any violation of governmental laws, regulations or orders, caused, in whole or in part by (i) AWMR's breach of any term or provision of this Contract; or (ii) any negligent or willful act or omission of AWMR, its employees or subcontractors in the performance of this Contract.

(2) Seller agrees to provide AWMR, its employees and subcontractors a safe working environment for any work in pursuance of this Contract, which must be undertaken on the Premises. AWMR, its employees and subcontractors shall comply with the Seller's safety procedures while on the Premises, provided such procedures are legibly posted in the working areas or have been given, in writing, to AWMR prior to the commencement of work on the Premises.

g) AWMR is and shall execute this Contract as an independent contractor, and as such, shall have and maintain complete control over all of its employees, agents, successors and operations. Neither AWMR nor its employees, agents, or successors, represent, act, purport to act or be deemed to be the agent, representative, or employee of the Seller.

7) **INSURANCE.** AWMR and/or its Contractors/Subcontractors will procure and maintain and pay all premiums, fees and charges for the purpose of procuring and maintaining continuously throughout the term of this *Contract*:

a) Insurance on the Premises and the works there on against loss or damage by fire or other casualty with endorsements providing what is commonly known as "All Risk" in an amount equal to the full replacement cost thereof;

b) **General Liability Insurance** with respect to the Premises with a combined single limit of not less than $1,000,000 for any bodily injury or property damage, per occurrence;

c) **Sudden and Accidental Pollution Insurance** (MCS-90 Endorsement) up to one million U. S. Dollars ($1,000,000.00) including coverage against occurrences while Goods are in storage and while being transported or delivered by AWMR;

d) Workers' Compensation Insurance, Workmen's Accident Compensation Act, Unemployment Insurance Act, the Temporary Non-Occupational Disability Insurance Act, the Chauffeurs Social Security Act, and the Employer's Liability Insurance, or local equivalent as prescribed by applicable law (El Fondo del Seguro de Estado). Employers Liability Insurance shall have a limit of not less than U.S. $500,000 (five hundred thousand dollars) per occurrence or any other amount required by the applicable local statute. Provided that AWMR and/or its Contractors/Subcontractors will supply to Seller a Certificate of Insurance naming Seller as an additional insured under AWMR's policy for all of the above named insurance. Provided further that AWMR's and/or its Contractors'/Subcontractors' insurer shall issue a Waiver of Subrogation and Hold Harmless Agreement on the insurance specified in (a), (b), and (c) above. AWMR's and/or its Contractors'/Subcontractors' insurer shall also evidence that payments for the insurance required by the previous paragraph are made, notifying Seller immediately in case of default by AWMR, and that the coverages required by this contract are in effect for the duration of the Contract.

e) If, because of anything done, caused to be done, permitted or omitted by the AWMR, the premium rate for any kind of insurance affecting the Premises or other property of Seller on the Premises, shall be increased, the AWMR shall pay to the Seller the additional amount which the Seller shall be thereby obligated to pay for such insurance, and if the Seller shall demand that the AWMR remedy the condition which caused the increase in the insurance premium rate, the AWMR will remedy such condition within five (5) days after such demand. The AWMR shall not do, or cause to be done, or permit on the Premises anything deemed extra hazardous on account of fire. The policies shall contain a clause that the insurer will not cancel or change the insurance policies without first giving Seller thirty (30) days prior written notice.

8) **CONFIDENTIALITY.** Both parties acknowledge that during the course of transactions, each may obtain confidential information regarding the other party's business. Both parties agree to treat all such information and the terms of this Contract as confidential and to take all reasonable precautions against disclosure of such information to unauthorized third parties during and after the term of this Contract.

9) **NO ASSIGNMENT.** Neither party may assign or transfer this Contract. The only exception to be to an affiliated company that is controlled by any of the parties appearing herein.

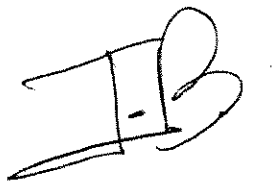
10) **AMENDMENT.** This Contract may only be modified or amended if the amendment is made in writing and signed by both parties.

11) **APPLICABLE LAW.** This Contract shall be governed by the laws of Commonwealth of Puerto Rico and further agree that jurisdiction and venue

of any dispute is in the state courts of Puerto Rico, or the federal courts situated in the Commonwealth of Puerto Rico. The Parties mutually acknowledge and agree that they shall not raise in connection therewith, and hereby waive, any defenses based upon venue, inconvenience of forum, or lack of personal jurisdiction in any action or suit brought in accordance with the foregoing.

12) **NO BUSINESS GUARANTEE; NO RELIANCE ON ORAL REPRESENTATIONS OR PROMISES.** Seller has no obligation to provide any minimum amount of business to AWMR, above and beyond the Terms and Conditions of this Contract, and no person has authority to make any representations or promises of business to AWMR on Seller's behalf or about Seller's intentions or expectations of renewing or extending this Contract or providing any present or future business to AWMR. If AWMR makes any expenditures, investments, or commitments in reliance on any present or future business from Seller under this Contract or otherwise, AWMR does so at AWMR's own risk and without any obligation whatsoever from Seller.

13) **ENTIRE AGREEMENT.** This Contract shall constitute the entire agreement among the Parties hereto relating to the sale of the Goods and any prior understanding or representation of any kind preceding the date of this Contract shall not be binding upon any Party except to the extent incorporated in this Contract.



**For AWMR (American Waste Management & Recycling LLC)**

| | |
|---|---|
| [signature] | 29-03-07 |
| Signature | Date |
| Abul Abe SHAH | SENIOR PARTNER |
| Name | Title |

**For Seller (Canopy Ecoterra)**

| | |
|---|---|
| [signature] | 24-03-2007 |
| Signature | Date |
| Ignazio Barsottelli | Presidente |
| Name | Title |

**Endorsed By:** **CEMEX, Puerto Rico**

**For CEMEX, Puerto Rico**

| | |
|---|---|
| Signature | Date |
| Name | Title |

# EXHIBIT 1

## Cement Plant Defined Structures and Equipments Demolition

### Items to Be Dismantled and Removed (Scope of Work)

# EXHIBIT 1: ITEMS TO BE DISMANTLED AND REMOVED (FROM CEMEX SCOPE OF WORK)

It is intended with this project to dismantle, remove and transport out of plant facilities the following main equipments including their auxiliary's equipments:

1. Kiln No.1, electrostatic precipitator, chimney, cooler and kiln firing equipments.
2. Kiln No.2, electrostatic precipitator, chimney, cooler and kiln firing equipments.
3. Kiln No. 3, electrostatic precipitator, chimney, cooler and kiln firing equipments.
4. Kiln No. 4, electrostatic precipitator, chimney, cooler and kiln firing equipments.
5. Kiln No. 2, 3, 4 and 5 Secondary Precipitator, Induced Draft Fan, chimney and ducts.
6. Kiln No. 2, 3, 4, and 5 Slurry Feed Tower including equipments and structures.
7. Kiln No. 6 Slurry Feed Tower including equipments and structures.
8. Old Alkaline By Pass Spray Tower No. 2 including structures, equipments and ducts.
9. Cement Mill# 2 including auxiliary equipments.
10. Cement Mill # 3 including auxiliary equipments.
11. Cement Mill # 4 including auxiliary equipments.
12. Cement Mill # 5 including auxiliary equipments.
13. Cement Mill # 7 including auxiliary equipments, except mill main gear, mill pinion shaft and mill motor rotor.
14. Cement Mill # 10 including auxiliary equipments.
15. Old Saint Regis Cement Bags Packing Machines, belt conveyors and Dust Collectors, except building structures and concrete floor demolition.
16. Scrapped loaders, tractors and overhaul trucks located backside the Heavy Equipments Shop.
17. Scrapped containers, forklifts and other utilitarian vehicles backside Light Equipments Shop
18. Remained metal scrap at Lime Plant areas.

19. Metal scrap resulted from plant maintenance activities during the project duration.

It is included on this scope of work the demolition of every concrete base for the above list of equipments, except as noted. The concrete base demolition should be until plant base elevation 74 ft. -0 in. above sea level.

During the removal and demolition operations, the contractor shall protect all existing site structures, piping, conduits, equipment and facilities against damage, and shall perform the activities in a manner that in no way endangers the existing site facilities or the structures that will remain in the site.

The contractor shall furnish and immediately upon the start of the work and shall maintain for the duration of the activities, adequate temporary barriers or fences to prevent access of unauthorized personnel to the demolition area.

The contractor will establish engineering techniques to control fugitive dust or any other emission during the removal demolition work.

# EXHIBIT 2

## Cement Plant Defined Structures and Equipments Demolition

### Requirements and Scope of Work
### (Contract between CEMEX and Canopy Ecoterra)

**Number of Pages in Exhibit (Including Cover): 13**
**Contract: AWMR/CE/CX 207.3 Dated 3/19/07**